

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the below listed parties:

1. Parties and Mailing Addresses:

Utah State University, a State University organized and existing under Utah Code #53-32, having an address of Office of the Vice President of Business & Finance, 1445 Old Main Hill, Logan, UT 84322-1445 (the “SELLER”); and

The Town of Bedford, a municipal corporation, acting by and through its Select Board, having an address of 10 Mudge Way, Bedford, MA 01730 (the “BUYER”).

2. Sale of Property:

In consideration of the mutual covenants this Agreement describes and other good and valuable consideration, SELLER hereby agrees to sell and convey, and BUYER hereby agrees to purchase from SELLER, upon the terms and conditions set forth herein, all right, title, and interest of SELLER in and to the following (collectively referred to herein as the “Property”):

(i) that certain parcel of land located at 139 Great Road, Bedford, Middlesex County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and incorporated by reference in its entirety; and

(ii) all buildings and improvements located on the parcel and all of SELLER’s right, title, and interest in and to any and all fixtures attached thereto.

For SELLER’s title to the Property, see deed to SELLER dated June 24, 1981, which was recorded on January 24, 1983 with the Middlesex South Registry of Deeds in Book 14870, Page 183, a copy of which is attached hereto for reference as Exhibit B.

3. Title Deed:

The Property is to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said quitclaim deed shall convey good and clear record and marketable title thereto, free from encumbrances, except

(a) Provisions of existing building and zoning laws;

(b) Any liens for municipal betterments assessed after the Effective Date; and

(c) Easements, restrictions, and reservations of record.

4. Purchase Price:

The agreed purchase price for the Property is One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00) (the "Purchase Price"), of which

\$1,000.00 has been paid as a deposit this day (the "Deposit");

\$1,549,000.00 is to be paid at the time of delivery, acceptance and recording of the deed by certified, cashier's, treasurer's or bank check(s), conveyancing attorney's IOLTA check or wire.

\$1,550,000.00 TOTAL

5. Time for Performance; Delivery of Quitclaim Deed:

Such quitclaim deed is to be delivered at 10:00 A.M. on the 2<sup>nd</sup> day of May, 2022 (the "Closing Date") at the office of the Bedford Town Manager at 10 Mudge Way, Bedford, MA 01730. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Property:

(a) Full possession of the Property free of all tenants and occupants and all personal property is to be delivered at the time of the delivery of the quitclaim deed, the Property to be then in reasonably the same condition as of the Effective Date, reasonable use and wear and tear excepted.

(b) The Property shall be sold, and BUYER shall accept possession of the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the Effective Date, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price.

(c) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. BUYER specifically confirms and acknowledges that in entering into this Agreement, BUYER has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by SELLER or any agent, employee, or other representative of SELLER, or any broker or any other person representing (or purporting to represent) SELLER, which are not expressly set forth in this Agreement. SELLER shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by SELLER, any broker, any agent, employee, or other actual (or purported) representative of SELLER, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(d) SELLER makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. The BUYER's payment of the Purchase Price as set forth herein shall be deemed to constitute and express waiver

of BUYER's right to recover from SELLER, and forever releases, covenants not to sue, and discharges SELLER from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorney's fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

7. Extension to Perfect Title or Make Property Conform:

If at the Closing Date, SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the quitclaim deed the Property does not conform with the provisions hereof, as the case may be; (a) SELLER shall give written notice thereof to BUYER at least three (3) days before the time for the delivery of the quitclaim deed, (b) SELLER shall use diligent, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (c) upon the delivery of the notice mentioned above, the Closing Date shall be extended for a period of up to thirty (30) days, provided, however, that such extension period shall be for as short a period as is required by SELLER to effect such necessary cure to the title or condition of the Property. SELLER's diligent good faith efforts hereunder shall not require SELLER to expend more than \$10,000.00, exclusive of sums paid to discharge mortgages, monetary liens and/or municipal charges.

8. Failure to Perfect Title or Make the Property Conform:

If, at the expiration of the extended time provided in Paragraph 7 above, despite SELLER's diligent and good faith efforts, SELLER shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

BUYER shall have the election, at either the original Closing Date or any extended Closing Date, to accept such title as SELLER can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title to BUYER.

10. Acceptance of Quitclaim Deed:

The acceptance and recording of a quitclaim deed by BUYER shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said quitclaim deed.

11. Use of Purchase Money to Clear Title:

To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the quitclaim deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said quitclaim deed or, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Deposit:

The Deposit made hereunder shall be held in escrow by the law firm of Anderson & Kreiger LLP (the “Escrow Agent”) in accordance with the terms and conditions of this Paragraph 12 and the agreement affixed hereto as Exhibit C (the “Escrow Agreement”).

13. BUYER’s Default; Damages:

If BUYER shall fail to fulfill BUYER’s agreements herein, all deposits made hereunder by BUYER shall be paid to SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

14. Due Diligence Period:

BUYER shall have a due diligence period commencing on the Effective Date and expiring seventy-five (75) days after the Effective Date (the “Due Diligence Period”) during which BUYER shall have full opportunity to inspect, take measurements, conduct surveys, perform tests, show the Property to contractors, architects, surveyors, engineers and insurers, and make legal, engineering and other reviews or investigations of the Property, including, without limitation, title analysis, environmental site assessments, soil and groundwater tests, well drilling, percolation tests, property surveys, and evaluations of utilities.

BUYER acknowledges that BUYER shall conduct during the Due Diligence Period such inspections and investigations of the Property as BUYER has deemed or shall deem necessary or appropriate. Buyer is and will be relying strictly and solely upon such inspections and investigations and the advice and counsel of its own consultants, agents, legal counsel, and officers with regard to BUYER’s assessment of the Property.

Within 45 days of the commencement of the Due Diligence Period (the “Title Review Period”), BUYER shall deliver written notice (the “Title Objection Notice”) to the SELLER specifying any objections that BUYER may have to any title matters relating to the Property. Promptly after the receipt of the Title Objection Notice, SELLER shall use diligent, good faith efforts to address any objections raised by BUYER to BUYER’s reasonable satisfaction prior to the Closing Date as provided in Paragraphs 7 and 8 herein. In the event that, despite SELLER’s diligent and good faith efforts, SELLER cannot remove any objections as provided above prior to the Closing Date, SELLER’s right to extend the closing as set forth in Paragraph 7 hereof shall automatically be waived for the matters identified in the Title Objection Notice and Buyer shall have the rights set forth in Paragraphs 8 and 9 hereof.

BUYER shall have the right to provide a supplementary Title Objection Notice at any time up to the Closing Date respecting those defects in title to the Property arising after the earlier date of BUYER'S title report or survey or the expiration of the Title Review Period.

SELLER shall cooperate with BUYER to give BUYER access to the Property during the Due Diligence Period.

If BUYER is not satisfied in its sole judgment with any of the information obtained by BUYER while conducting the due diligence identified above (other than title objection issues that are controlled by the third and fourth paragraphs of this section as well as other relevant paragraphs of this Agreement), then BUYER shall have the right to terminate this Agreement by written notice to SELLER at any time or prior to 5:00 p.m. on the last day of the Due Diligence Period.

15. Insurance:

Until recording of the quitclaim deed, SELLER shall maintain property and liability insurance on the Property as presently insured. If the Property is destroyed or materially damaged between the Effective Date and the Closing Date, then BUYER may elect to either (i) terminate this Agreement without incurring any liability to the SELLER by providing written notice to SELLER or (ii) continue with the purchase of the Property for the Purchase Price and SELLER shall pay over or assign to BUYER on the Closing Date all amounts recovered or recoverable on account of such insurance.

16. Adjustments:

Water and sewer use charges, and taxes of the then current fiscal year, shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the time of delivery of the quitclaim deed.

17. Adjustments of Unassessed and Abated Taxes:

If the amount of unassessed and abated taxes is not known at the time of the delivery of the quitclaim deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

18. Title:

It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- A. All buildings, structures, and improvements, including, but not limited to, any driveways, garages, fences, septic systems and all means of access to the Property, are located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entity;
- B. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said Property;

- C. Title to the Property is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the quitclaim deed contemplated by this Agreement and upon recordation of such quitclaim deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in BUYER free from all exceptions other than those exceptions set forth in Paragraph 3 or elsewhere in this Agreement; and
- D. Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

19. Access:

In addition to BUYER's rights set forth in Paragraph 14, BUYER and its agents shall have the right of access to the Property prior to the Closing Date for the purpose of inspecting the condition of the Property.

20. Notices:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand, sent by Federal Express or other recognized overnight delivery service, by facsimile (with proof of transmission), or by electronic mail:

in case of notice to SELLER, to: Utah State University

with a copy to: Vice President for Business and Finance  
1445 Old Main  
Logan, UT 84322  
Tel: 435.7973510  
Email: joseph.jenkins@usu.edu

in case of notice to BUYER, to: Town of Bedford  
10 Mudge Way  
Bedford, MA 01730  
Attn: Town Manager  
Tel: 781-918-4001  
Email: sstanton@bedfordma.gov

with copies to: Stephanie B. Dubanowitz  
Anderson & Kreiger LLP  
50 Milk Street, 21<sup>st</sup> Floor  
Boston, MA 02109  
Tel: 617.621.6551  
Fax: 617.621.6651  
Email: dubanowitz@andersonkreiger.com

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile (with proof of transmission) or electronic mail, on the same business day.

21. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

22. SELLER'S Delivery of Property Documents:

SELLER acknowledges and agrees that it has delivered to BUYER (a) all environmental reports and assessments relating to the Property, (b) all geotechnical information relating to the Property, (c) all existing title documentation, (d) any existing surveys of the Property, and (e) other such documents and information in SELLER's control as BUYER has reasonably requested.

23. SELLER Delivery of Closing Documents:

SELLER shall cooperate with BUYER by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by BUYER's title insurance company and/or BUYER's attorney in conjunction with the closing.

24. Extensions:

By executing this Agreement, BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

25. Efforts to Cure Title or Condition of the Property:

SELLER shall use diligent, good faith efforts to deliver the Property and the title thereto as provided herein by the Closing Date.

26. Suits or Judgments:

SELLER represents and warrants to BUYER that SELLER has no notice or knowledge of any pending suits or judgments in relation to the Property. The provisions of this paragraph shall survive the delivery of the quitclaim deed for the Property or the early termination hereof.

27. Brokers:

SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the quitclaim deed for the Property or the early termination hereof.

28. Disclosure of Beneficial Interest Form:

The SELLER will complete the disclosure of beneficial interest form that is attached hereto as Exhibit D as required under G.L. c. 7C, section 38.

29. Municipal Purposes:

BUYER is acquiring the Property for municipal purposes.

30. Municipal Approvals and Processes:

Notwithstanding anything set forth herein to the contrary, BUYER's obligations hereunder are expressly subject to and contingent upon (i) obtaining Town Meeting approval and the appropriation of funds, (ii) the approval of the Town of Bedford Select Board and (iii) all other municipal approvals that are required for the purchase of the Property, including without limitation the Town of Bedford completing the notification process for unique real property acquisitions that is described in Massachusetts General Laws Chapter 30B, Section 16(e)(2) to the Town of Bedford's reasonable satisfaction.

31. University Approvals and Processes:

Notwithstanding anything set forth herein to the contrary, SELLER'S obligations hereunder are expressly subject to and contingent upon SELLER obtaining all governing board approvals as required by USU policy and applicable laws. SELLER shall use diligent efforts to obtain any such approvals by February 28, 2022.

32. Buyer Termination:

In the event of any termination of this Agreement because of any default by SELLER, then the Deposit made under this Agreement shall be forthwith refunded in accordance with the Escrow Agreement and BUYER shall be entitled to pursue all remedies available to it in law and in equity, including without limitation specific performance.

33. Liability of Trustee, Shareholder, Beneficiary, etc.:

SELLER and BUYER are executing this Agreement in a representative or fiduciary capacity, and only the principal or the estate represented shall be bound; neither the SELLER nor BUYER so executing, nor any shareholder, board member or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

34. Government Records and Management Act:



BUYER acknowledges that SELLER is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended (“GRAMA”); that certain records within SELLER's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that SELLER's confidentiality obligations shall be subject in all respects to compliance with GRAMA.

35. Governmental Immunity:

BUYER further acknowledges that SELLER is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (“Immunity Act”). Nothing in the Agreement shall be construed as a waiver by SELLER of any protections, rights, or defenses applicable to SELLER under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of SELLER to incur by contract any liability for the operations, acts, or omissions of BUYER or any third party and nothing in the Agreement shall be so interpreted or construed. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect, or consequential damages, shall be void and unenforceable.

36. Severability:

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

37. Interpretation.

The parties acknowledge that any ambiguities are to be resolved against the drafting party in the interpretation of this Agreement or any exhibits or amendments hereto.

38. Signatures:

Each party to this Agreement agrees that delivery of an executed signature page of this Agreement to the other party (or its attorney) by facsimile or other electronic transmission shall be binding on each of the parties as if the original of such facsimile or other electronic transmission had been delivered to the other party.

39. Construction of Agreement:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both SELLER and BUYER. The captions and marginal notes are

used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

[The remainder of this page has been intentionally left blank.]

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

BUYER:

TOWN OF BEDFORD  
By its Select Board

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Sarah A. Stanton, Town Manager  
Duly Authorized

SELLER:

UTAH STATE UNIVERSITY

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## EXHIBIT A

A certain parcel of land with the buildings thereon, situated in Bedford, Middlesex County, Massachusetts, being shown as lot 139 on a "Plan of Land in Bedford, Mass. (Middlesex County), prepared for Christie", dated June 9, 1978, Joseph W. Moore Co., Land Surveyors-Civil Engineers, said plan being recorded with Middlesex South District Deeds, Book 13529, Page 341, and said parcel being further bounded and described as follows:

NORTHEASTERLY:           by Great Road, one hundred twenty-four and 58/100 (124.58) feet;

SOUTHEASTERLY:        by land now or formerly of Birmingham, Bertelli, Fay and Lee by four courses measuring respectively, one hundred sixty-four and 30/100 (164.30) feet; eighty-one and 46/100 (81.46) feet; one hundred thirty-four and 06/100 (134.06) feet and forty-two and 93/100 (42.93) feet;

SOUTHWESTERLY:        by Lot 18 as shown on said plan, one hundred seventy-four and 35/100 (174.35) feet; and

NORTHWESTERLY:        by land now or formerly of Brown and now or formerly of Associated Estates, Inc., by three lines measuring respectively, one hundred fifty-seven and 13/100 (157.13) feet; one hundred twenty-nine and 80/100 (129.80) feet; and one hundred sixty-one and 48/100 (161.48) feet.

Said parcel contains 64,821 square feet of land, more or less, according to said plan.

Said premises are conveyed subject to restrictions and easements or records, if any there be, insofar as the same are now in force and applicable, to taxes assessed for the current fiscal year and to the zoning and building laws of the Town of Bedford.

Being the same premises conveyed to Utah State University Foundation by deed of Ethel M. Christie dated April 14, 1980 recorded with the Middlesex South District Registry of Deeds in Book 13977, Page 232.

EXHIBIT B

<<USU Deed>>

## EXHIBIT C

### ESCROW AGREEMENT

WHEREAS, Utah State University, a State University organized and existing under Utah Code #53-32, having an address of Office of the Vice President of Business & Finance, 1445 Old Maine Hill, Logan, UT 84322 ("Seller"), as seller, the Town of Bedford, a municipal corporation, acting by and through its Select Board, having an address of 10 Mudge Way, Bedford, MA 01730 ("Buyer"), as buyer, entered into that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2022 (the "Agreement") for the real property known and numbered as 139 Great Road, Bedford, Middlesex County, Massachusetts (the "Property");

WHEREAS, the Agreement calls for the deposit of **One Thousand Dollars (\$1,000.00)** of the purchase price (the "Escrow Sum") to be placed in escrow;

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to escrow the Escrow Sum as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of the Agreement and this Escrow Agreement related to the Escrow Sum for the purposes hereof.
2. The Escrow Sum shall be retained by the Escrow Agent, and it shall be held in accordance with the terms set forth below:
  - a) In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent reasonably acceptable to Seller and Buyer, which successor agrees in writing to act as escrow agent.
  - b) Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any dispute concerning the Escrow Sum.
  - c) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in the Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.
  - d) The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged

from all such duties. The Escrow Agent shall not be required to institute or defend any administrative, arbitral, judicial or other action or legal process involving any matter referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.

- e) In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
  - f) The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property.
  - g) The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
  - h) Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as Buyer's counsel in the event a dispute arises regarding the Escrow Sum, or any other dispute under this Escrow Agreement or with respect to the sale of the Property, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
  - i) This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
3. The Escrow Sum will be deposited in Escrow Agent's non-interest-bearing IOLTA account.
4. Any capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Agreement.

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This document is executed under seal as of this \_\_\_\_ day of \_\_\_\_\_ 2022.

BUYER:

TOWN OF BEDFORD  
By its Select Board

\_\_\_\_\_  
Sarah A. Stanton, Town Manager  
Duly Authorized

SELLER:

UTAH STATE UNIVERSITY

\_\_\_\_\_

ANDERSON & KREIGER LLP, as Escrow Agent

\_\_\_\_\_  
By: \_\_\_\_\_



EXHIBIT D

**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION**

(M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J))

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY: 139 Great Road, Bedford, Middlesex County, Massachusetts, consisting of approximately 64,821 square feet of land
  
- (2) TYPE OF TRANSACTION, AGREEMENT OR DOCUMENT: Sale
  
- (3) PUBLIC AGENCY PARTICIPATING IN TRANSACTION: Town of Bedford, as buyer
  
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
  
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):  

_____ Lessor/Landlord	_____ Lessee/Tenant
___X___ Seller/Grantor	_____ Buyer/Grantee
_____ Other (Please describe): _____	

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation, the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation, or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party:  
(From Section 4, above)

\_\_\_\_\_

Authorized Signature of Disclosing Party: \_\_\_\_\_

Print Name and Title of Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_